



आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(पूर्वमेंडिंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 COMPANY

GST ID No. 32AAACI2799F2ZM



SCHEDULE OF TENDER

Tender No.	IREL/Udyogamandal/25-26/37775
CPP Tender No.	2026_IREL_261772_1
Date of publishing of Tender document in IREL and CPP portal	06-01-2026 Interested agencies may view and download the Tender document containing the detailed terms & conditions, free of cost from the website https://www.etenders.gov.in/eprocure/app and https://www.irel.co.in . The bids are to be submitted as per procedure given in this Tender document.
Name of Work	Conditional Assessment of RCC Silos using NDT
Type of Tender	Open Tender, Single Stage Two Bid System Two cover System
Tendering Mode: CPP Portal	Public tender (Two cover System) <input type="checkbox"/> Pre-Qualification & Technical Bid <input type="checkbox"/> Financial Bid
Estimated Cost	Rs.8,01,928 /- (inclusive of all)
Earnest Money Deposit (EMD)	Rs.20,000/- (This being a work contract. EMD amount to be remitted including MSE bidders).
Date & time of Starting of bid	06-01-2026,13:00 .Hrs
Bid Submission start date	06-01-2026,13:00 .Hrs
Date of closing of bid for submission of Bids	20-01-2026,10:30 Hrs
Date & time of opening of Cover 1	21-01-2026,11:00 Hrs
Date & time of opening of Financial Bid	Shall be informed separately to the eligible bidders
Declaration of Successful Bidder	To be decided
Issuance of Letter of Intent (LoI)/Work order	To be decided
Validity of tender	90 days from bid due date
SD/PBG	5% of the contract value excluding GST.
Contact details of tender inviting authority	HOD (Purchase) IREL (India) Limited, R E Division, Udyogamandal - 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199

DISCLAIMER

The information contained in this tender document (the “TENDER”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders.

This TENDER is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the tender work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for IREL, or its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IREL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IREL, its employees and consultant make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way with qualification of Bidders for participation in the Bidding Process. IREL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. IREL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that IREL is bound to select and short-list qualified Bids for Price Bid stage or to appoint the Selected Bidder for the intended work, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IREL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IREL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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GENERAL INSTRUCTIONS TO BIDDERS

I. GENERAL

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

II. PREPARATION AND SUBMISSION OF BIDS

- 1) The tender bids duly filled in all aspects and uploaded at GEM Portal on or before the scheduled time and date as mentioned in the tender enquiry will be considered for evaluation.
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part-I) and Price Bid (Part-II). The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Technical Bid will be opened at the first instance and evaluated by IREL's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.
PQ cum Techno-commercial bid (Part -I)

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

Part -II shall contain Price Bid (to be submitted electronically).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules. No physical submission of hard copy is permitted.
- 5) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

III. METHOD OF SELECTION:

Part-I of the bid will be evaluated and bidders meeting the PQ criteria and other tender conditions will be qualified as eligible bidders for opening of the price bids. The price bids opened subsequently will be scrutinized for responsiveness and IREL shall consider placement of order on the qualified bidder, whose offer shall be overall lowest. However, IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind itself to accept the lowest offer.

Note: To assist in the examination of documents submitted by the bidder in support of eligibility criteria (PQ), IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for

clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

IV. SPECIAL TERMS AND CONDITIONS

1.0 SITE VISIT:

Prior to quoting rates, the bidders are advised to visit the site on any working days at our specified visiting hours with the permission of Engineer concerned /Purchase Dept. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

2.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 days from bid due date.

3.0 RIGHT TO REJECT THE TENDER:

IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.

3.2 IREL reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof.

3.3 Further IREL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Bidder in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases IREL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

4.0 PRICES:

Tenders offering firm prices are only acceptable to us. Firm Price shall be quoted as per the price schedule for delivery at designated works. GST as applicable is to be considered as per the Price Schedule of the tender document.

5.0 TENDER RATES:

- a) The rates quoted in the price schedule shall be in Indian rupees only. The quoted rates shall be firm throughout the period of Contract including extension of time, if any.
 - b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un-responsive.
 - c. Vendor should be responsible for clearing the waste materials generated during installation work.
 - d. The Bidder must quote all the products as per the Tender. Partial Bids will be rejected.
 - e. Organization is the final authority to judge the tender called items and has every power - to accept or reject the same without assigning any reasons
- 6.0 This being a work contract relaxation/ benefits covered under MSE orders 2012 is not available for MSEs/ Start-ups and subsequent orders.

7.0 RXIL (TReDS) PLATFORM

IREL is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.

As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform.

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 email: satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) - Registration Number-COL75X754M2W

Prathamesh Varose: +91 -8600273564 email: prathamesh.varose@kredx.com

Jason Chongtham: +91 -9600063327 email: jason@kredx.com

M1xchange

i) Registration Number -BUYER00047728

ii) Contact Person: Mr. Ankit K. Singh, 9800250394, email: ankit.singh@m1xchnage.com

Invoicemart

a) Entity ID/Registration Number- 1000036436

b) Contact Person: Mr. Amith Dutta, 8600179668, email: Amit1.Dutta@invoicemart.com

C2treds (C2FO)

6 Registration Number: B0320250094
7 Contact Person: Ms. Monalisa, 9220407665, email: monalisa.das@c2treds.com

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644 email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr.

K.V.Ramakrishna: +918104997177 email: kvramakrishna@irel.co.in

8.0 RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA (AS PER GOI GUIDELINES AMENDED FROM TIME TO TIME)

The bidder to provide needful certificate attached.

9.0 IREL reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. IREL also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at contracted rates. Bidders are bound to accept the orders accordingly.

10.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.

EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or 'online payment' in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.

Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.

10.4 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.

10.5 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard.

10.6 EMD is liable to be forfeited if:

- i) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
- ii) The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- iii) In case bidder submits false/fabricated documents. d) In case bidder fails to submit SD as stipulated in the tender.

10.7 The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where an exemption is provided in the tender.

10.8 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security should be

refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

- 10.9 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

11.0 SECURITY DEPOSIT (PERFORMANCE SECURITY) OR PERFORMANCE BANK GUARANTEE:

- 11.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

- a) For works contract valued more than Rs.2 lakhs. b) For supply & service contract valued more than Rs.5 lakhs.

Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

In exceptional cases waiver of SD shall be approved by Competent Authority after recording the reasons for such waiver.

- 11.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds" or „account payee demand draft" or „fixed deposit receipt from a Scheduled Commercial bank" or "Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India" or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. In case of JV, the BG towards performance security shall be provided by all the partners in proportion to their participation in the project. Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalized Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

- 11.3 In exceptional cases of work contracts, the approving authority may consider Recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.

- 11.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed formator demand draft/ bankers cheque is to be submitted towards SD.

- 11.5 BG format for security deposit is attached in Annexure-XIV.

- 11.6 The SD shall not bear any interest and is liable to be forfeited forunsatisfactory completion or on abandonment of the supply/ work order.

Additional amount of SD due to enhancement in scope of work is also to beobtained.

- 11.7 The SD & retention money shall stand forfeited in favor of IREL (India) Limited, without any further notice to the contractor in the following circumstances:

In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the contractor indulges at any time in any subletting/sub -contracting of any portion of the work without approval of IREL (India) Limited.

12.0 REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNOCOMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA (Annexure - I).	
2	DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Annexure - II to XI).	
3	COPY OF GST & PAN CERTIFICATES.	
4	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	

13.0 CONTACT PERSON OF TENDERING AUTHORITY IREL (INDIA) LIMITED, R E DIVISION, UDYOGAMANDAL, KERALA.

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	K Sankaralingam Manager-Technical (Civil)	civil-red@irel.co.in	91 9847051201
For Bid/tender related query	Shri. V A Anil Kumar DGM-Technical (Purchase)	Purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Consignment / Goods Transportation related query	Shri. Sanjay kumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Shri. Gautam Samui, DGM-Finance	finance-red@irel.co.in	9497094368

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Signature and seal of the contractor

PREQUALIFICATION CRITERIA:

Tenderer should meet the following minimum pre-qualification criteria:

1. **TECHNICAL COMPETENCE:** Bidder Should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during last seven (7) years ending December 2025 and meeting the value requirement as below.
 - (i) Execution of at least one order for “similar work for a value of not less than Rs.6.42 Lakhs ”
OR
 - (ii) Execution of two orders for “similar works for a value each not less than of Rs.4.01 Lakhs ”
OR
 - (iii) Execution of three orders for “similar works for a value each not less than of Rs.3.21 Lakhs”

Definition of similar work(s): Non-Destructive testing comprising of any two tests such as Ultrasonic pulse velocity (USPV), Tomography testing, CAPO test, LPR test for corrosion, chemical testing, etc., as part of its bill of quantities / schedule of rates.

Intending bidders have to furnish documentary evidence in support of the qualification criteria from concerned authority/department/organization for similar work executed like Copy of proof of execution of work / Completion certificate / Performance Certificate / copy of Invoice along with copy of work order(s) satisfying above PQ.

2. **FINANCIAL SOUNDNESS:** Average annual financial turn over during last three years ending March 2025 shall not be less than Rs.2.41 Lakhs. Financial Statements of latest IT Returns / Annual report containing balance sheet & statement of profit & loss account for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.
3. **CONCURRENT COMMITMENT**

In order to assess Bidder's capability and spare capacity to perform the assignment of execution of works, bidders should submit all works being executed by them as per the format given below:

Sr no	Full postal address of client and name of officer incharge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	% completion as on date	Remarks
1							
2							

CRITERIA FOR DISQUALIFICATION

The annualized concurrent commitments of the bidder plus annualized estimated value of the work under consideration exceeds 4 times the average annual turnover of the preceding 3 years.

4. List of instruments & equipments to be used exclusively for conducting all field tests and the number of experienced & qualified technical personnel to be deployed for the field work shall be submitted along with technical bid for further evaluation of offer. All instruments & equipments proposed to be used shall meet the requirements for all filed tests mentioned in the technical specification / scope of work and testing procedure.

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Signature and seal of the contractor

SPECIAL CONDITIONS OF CONTRACT (SCOC)**1.0 SCOPE OF WORK**

The scope of work is to carry out NDT in RCC silos – 5 Nos, having a size of 36m length, 16m width, 8.0m height each inside factory premises. The work includes conducting a visual inspection of each silos, USPV, rebound hammer test, chemical test, corrosion current test etc. The details of minimum number of each test (for all RCC Silos) shall be as per the table given below. However, the successful contractor should undertake more number of samples/ tests without any extra charges if it is required for proper assessment of the complete structure as directed by Engineer-in-charge (EIC) of the work. Testing procedure & Plan and Sectional view of RCC Silos attached as Annexure-B & Annexure-C respectively.

THE LIST OF RCC SILOS FOR NDT IS MENTIONED AS BELOW:

Sl. No	Name of RCC Structure	Year of Construction	Dimension Approx. L x B x H (m)	Description/Details of Structure
1	Silo 4	1978	36x16x 8	Single-storied RCC structure with AC sheet roofing
2	Silo 5	1984	36 x 16 x 8	Single-storied RCC structure with AC sheet roofing
3	Silo 6	1987	36 x 16 x 8	Single-storied RCC structure with AC sheet roofing
4	Silo 7	1995	36 x 16 x 8	Single-storied RCC structure with AC sheet roofing
5	Silo 8	2001	33x19x7	Single-storied RCC structure with RCC roof slab.

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Signature and seal of the contractor

DESCRIPTION OF TEST / WORK AND ESTIMATED NOS OF TEST LOCATIONS ARE DETAILED BELOW:

Sl. No.	Description of Test / Work	Estimated Nos of Test Locations
1	Detailed Visual Survey at site supported by photographs	One Job
2	Ultrasonic Pulse Velocity Test (USPV)	35
3	Rebound Hammer Test	40
4	Linear Polarization Resistance Test – for finding rate of corrosion in reinforcement	40
5	Carbonation Test	30
6	Chemical test (Chloride content, PH etc)	30
7	CAPO Test	15
8	Ultrasonic Tomography Test	25
9	Impulse Response test	200 sqm
10	Report and Interpretation	One Job

1.1 VISUAL INSPECTION:

Detailed visual inspection shall be carried out to record existing visible signs of distress in RCC structures. This would be supported with photographs. The inferences from the visual inspection shall be used, together with the results of the Non-Destructive/ Semi Destructive Tests, to ascertain the existing condition of RCC structures.

1.2 ULTRASONIC PULSE VELOCITY TEST:

Ultrasonic Pulse Velocity (USPV) measurements shall be done on the RCC wall / Roof slab / Buttresses for finding the homogeneity, cracks, voids, durability by suitable testing method (direct/indirect). The spacing of the grid shall be at 200-300cm c/c in both horizontal and vertical directions. 25 to 30 points per location shall be selected for testing and if needed additional points shall be taken. The USPV test by indirect method shall be adopted on RCC wall for an area of 1.0 Sq. m.

1.3 REBOUND HAMMER TEST:

To conduct Rebound hammer test in various locations of silo to obtain surface hardness after chipping and removing the existing plastering on RCC members. Each location minimum 10 to 12 points shall be carried out.

1.4 LINEAR POLARISATION RESISTANCE TEST:

To measure the corrosion current in the reinforcement by Gecor/Galva pulse or equivalent/similar equipment for assessing the probable rate of corrosion

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Signature and seal of the contractor

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1.5 CHEMICAL TESTS:

The method of testing consists of determining the depth of the carbonated layer on the surface of hardened concrete by spraying phenolphthalein solution at site. The other chemical tests (pH & Chloride Content) shall be carried out from collected powder sample from site. The chemical tests (pH & Chloride content) shall be carried out in NABL accredited lab or in IITs/NITs/SERC/CUSAT/Govt.Engg. Colleges only.

1.6 CUT AND PULL OUT (CAPO) TEST

The CAPO test determines the in-situ compressive strength of concrete structures. The CAPO test is performed in compliance with ASTM C900, BS-1881: Part 207, and EN-12504-3 requirements.

1.7 ULTRASONIC TOMOGRAPHY TEST:

Ultrasound Tomography creates a three-dimensional representation (tomogram) of internal defects that may be present in a concrete element. It is based on the ultrasonic pitch-catch method and uses an antenna composed of an array of active dry point contact (A-DPC) transducers with enhanced penetration depth, which emit shear waves into the concrete and receive them. The 4 by 8 transducer array is under wireless control by a powerful smart phone and the recorded data are analyzed to create a 2-D image of the reflecting interfaces which could be the opposite side of the member (back wall reflection), reinforcing bars, and most importantly, internal concrete-air interfaces such as voids, cracks, delaminations, etc. within the cross section below the antenna.

1.8 IMPULSE RESPONSE TEST:

It is a technique used to evaluate the integrity, stiffness, and continuity of structures by analyzing how they respond to a short mechanical impact. It is widely used for deep foundations, piles, concrete elements, and structural members.

1.9 VERIFICATION & SUBMISSION OF REPORT:

The final report comprising interpretation of result / remedial & protective measures (including probable cause of distress, recommended repair procedure, periodic monitoring of structure etc.) shall be verified & vetted by Professor of Civil Engineering Department of any of the Indian Institute of Technologies (IITs) or National Institute of Technology (NITs) or by the Structural Engineering Research Centre (SERC) or CUSAT. The report shall include (as separate booklet) detailed sketches indicating the locations of tests carried out with proper identification numbers, original test certificates from lab etc. Four sets of original report shall be submitted along with the final bill.

2.0 SCOPE OF SUPPLY BY IREL:

IREL will arrange suitable scaffolding to facilitate testing at heights (especially for USPV testing in RCC wall at a height of 3 m or above from ground floor). IREL will also provide necessary electric power & water required for the work, free of cost. It will be made available near the test locations and the contractor shall make their own arrangements for using the same, following safety regulations/practices in IREL.

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- 2.1 The contractor shall arrange all testing instruments, tools, extension switchboards, technical personnel etc., for the completion of the work in all respects.
- 2.2 The contractor shall make their own arrangement for boarding & lodging, conveyance etc., for their technical personnel deputed for the work.
- 2.3 The all-testing instruments brought site shall have valid calibration certificate issued by the OEM or other recognized certifying agency. The contractor shall submit copy of certificates for verification before commencement of the work.
- 2.4 The personnel engaged for the work shall possess valid ESI registration or Workmen compensation policy, whichever is applicable.
- 2.5 The test locations shall be selected in each silos are based on the previous tests done in same locations as well as randomly covering all areas as directed by EIC.
- 2.6 The contractor shall ensure that the all field test shall be witnessed by the Engineer – in – Charge (EIC) or any other personnel deputed by EIC for the above purpose.

100% payment less statutory deductions will be released within 30 days of satisfactory completion of the entire work including submission of final report & bill.

The bidders are requested to quote their most competitive rate in the PRICE SCHEDULE attached as Annexure-A. The rate quoted shall include labour & equipment charges, travelling expenses of the inspection team, boarding and lodging expenses, report preparation, verification & vetting charges by competent person etc., complete.

5.0 TIME OF COMPLETION:

Time is essence of the contract and shall be strictly observed by the Testing Agency. The entire work shall be completed within 45 days of receipt of work order.

- 6.1 The successful agency is fully responsible for carrying out the testing in safe manner and with utmost care as per the rules laid down by IRE safety department. Special Work Permit for working at heights and hazardous areas must be obtained from Safety department on daily basis prior to starting of the work. Every effort must be taken to see that, as far as possible the normal production work should not get affected due to the work.
- 6.2 The work must be carried out under close supervision and without causing any damage / hindrance to the existing structure or equipment and other activities in the surrounding areas.

- 6.3 The work spot shall be cleared of the waste materials/debris on a daily basis. On completion of the work all working implements, scaffoldings, excess material if any etc. must be removed from the site.
- 6.4 The contractor must provide Personal Protective Equipment for their workmen suitable for the working environment and also as per the advice of Safety-in-charge/Engineer-in-charge.

7.0 SITE INSPECTION

Bidders are advised to inspect the site before submitting their quotation. Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of the Engineer concerned of Civil Section. Bidders may also contact Civil Section for any technical queries & Purchase Section for clarifying commercial related matters.

8.0 ENGINEER-IN-CHARGE (EIC)

Shri.k. Sankaralingam , Manager-Technical (Civil) will be the Engineer-In-Charge for this work

9.0 BILL OF QUANTITIES (BOQ)

Item no	Description of work	Qty	Unit
Condition Assessment of 5nos. of silos using NDT			
1.	Visual Inspection	1	LS
2.	Ultrasonic Pulse Velocity Test (USPV)	35	Nos
3.	Rebound Hammer Test	40	Nos
4.	Linear Polarization Resistance Test – for finding rate of corrosion in reinforcement	40	Nos
5.	Carbonation Test	30	Nos
6.	Chemical test (Chloride content, PH etc)	30	Nos
7.	CAPO Test	15	Nos
8.	Ultrasonic Tomography Test	15	Nos
9.	Impulse response test	200	sqm
10.	Report and Interpretation	1	LS

Note: -

1. Party has to quote the basic rate in Rs. and the GST in % separately as per price schedule attached. If GST in % is not entered/quoted it will be considered as inclusive of GST.
2. Overall lowest will be considered as L1

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Signature and seal of the contractor

10.0 DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Item no	Description of work	GST in %	HSN code
Condition Assessment of 5nos. of silos using NDT			
1.	Visual Inspection		
2.	Ultrasonic Pulse Velocity Test (USPV)		
3.	Rebound Hammer Test		
4.	Linear Polarization Resistance Test – for finding rate of corrosion in reinforcement		
5.	Carbonation Test		
6.	Chemical test (Chloride content, PH etc)		
7.	CAPO Test		
8.	Ultrasonic Tomography Test		
9.	Impulse response test		
10.	Report and Interpretation		

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Signature and seal of the contractor

TESTING PROCEDURE

(General testing methods to be followed for the NDT work is for guidance purpose only. The successful bidder shall follow latest applicable standards relevant to each test at the time of execution).

1.0 REBOUND HAMMER TEST:

Rebound Hammer test is conducted to assess the relative strength and elasticity of concrete on site based to find hardness at or near its exposed surface. Depending on the age of the concrete structure and carbonation effect some specialized investigation is suggested before conducting the test. It consists essentially of a metal plunger, one end of which is held against the concrete surface while the free end is struck by a spring-loaded mass, which rebounds to a point on a graduated scale. The point is indicated by an index rider. The amount of rebound increases with increase in concrete strength for a particular concrete mix. It measures the surface hardness of concrete and provides an estimation of surface compressive strength, uniformity and quality of concrete. User expertise is low and can be readily operated by field personnel.

It gives accurate assessment of the strength of the surface layer of material. The entire structure can be tested in its 'as-built' condition. It can be very costly and time consuming as instrumentation is required to measure response. It requires careful planning and can damage structure. The member must be isolated from the rest of the structure prior to the test.

2.0 ULTRASONIC PULSE VELOCITY (UPV) TEST:

Ultrasonic Pulse Velocity Test is conducted as per IS 13111 – 1992 to assess the quality of concrete, which is suspected to have low compaction, voids (porosity), and delamination or damaged material in concrete under test. Ultrasonic Pulse Velocity Test can also be used for the following applications:

- a. Estimation of Strength of Concrete
- b. Establishing Homogeneity of Concrete
- c. Studies on Durability of Concrete
- d. Analysis of Surface Crack Depth

Voltage pulses are generated and transformed into wave bursts of mechanical energy by the transmitting transducer (which must be coupled to the specimen surface through a suitable medium). A receiving transducer is coupled to the specimen at a known distance to measure the interval between the transmission and reception of a pulse. There are three practical arrangements for measuring pulse velocity, namely direct, diagonal and surface techniques. The direct approach provides the greatest sensitivity and is therefore superior to the other arrangements. Determination of the variability and quality of concrete by measuring pulse velocity. Using transmission method, the extent of such defects such as voids,

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honeycombing, cracks and segregation may be determined. This technique is also useful when examining fire damaged concrete. Low level is required to make measurements. However, expertise is needed to interpret the results. Excellent for determining the quality and uniformity of concrete. It can rapidly survey large areas and thick members. Path lengths of 10m to 15m can be inspected with suitable equipment. Proper surface preparation is required. The work is very time consuming as it takes only point measurements. Skill is required in the analysis of results as moisture variations and presence of metal reinforcement can affect results. The interpretation of ultrasonic test results based on published graphs and tables can be misleading. It is therefore necessary that correlation with the concrete be inspected is carried out. It works on single homogenous material.

3.0 CARBONATION TEST:

The method of testing consists of determining the depth of the carbonated layer on the surface of hardened concrete by means of an indicator. Carbonation of concrete occurs when the carbon dioxide, in the atmosphere in the presence of moisture, reacts with hydrated cement minerals to produce carbonates, e.g. calcium carbonate. The carbonation process is also called depassivation. Carbonation penetrates below the exposed surface of concrete extremely slowly. The significance of carbonation is that the usual protection of the reinforcing steel generally present in the concrete due to the alkaline conditions caused by the hydrated cement paste is neutralized by carbonation. Thus, if the entire concrete covering the reinforcing steel is carbonated, corrosion of the steel would occur if moisture and oxygen could reach the steel. The time required for carbonation can be estimated knowing the concrete grade and using the equation.

4.0 CHEMICAL TESTING:

Conducting chemical tests collected from the concrete powder samples taken from different identified location of the RCC Silos to find Chloride content, Ph etc.,

5.0 LINEAR POLARISATION RESISTANCE (LPR):

LPR for corrosion rate analysis of Steel bar Information on corrosion rate can give early warning of durability problem. The rapid mapping technique of the LPR allows the engineer to quickly classify areas of a structure while the unit's built-in programming can graphically analyze this data and produce contour maps of suspected areas. And, our advanced modulation confinement technique accurately measures the true polarization resistance of the steel reinforcing bar. The LPR technique is based on complex electrochemical theory. In fundamental terms, a small voltage (or polarization potential) is applied to an electrode in solution. The current needed to maintain a specific voltage shift (typically 10 mV) is directly related to the corrosion on the surface of the electrode in the solution. By measuring the current, a corrosion rate can be derived.

The advantage of the LPR technique is that the measurement of corrosion rate is made instantaneously. The disadvantage to the LPR technique is that it can only be successfully performed in relatively clean aqueous electrolytic environments. LPR will not work in gases or water/oil emulsions where fouling of the electrodes will prevent measurements being made.

Either corrosion rate or Pitting factor can be selected. The instrument uses a stepped polarisation of ± 11 mV. For the corrosion rate calculation, the corrosion rate is effectively proportional to the addition of the

absolute value of current measured for both sides of the stepped polarisation. Whilst for the pitting factor the reading is effectively a measure of the difference in the absolute current response between the + and – polarisation. This factor may be of some value, however other factors such as differential flow, may also give rises to such a factor.

6.0 CUT AND PULL OUT (CAPO) TEST

Cut and Pull Out (CAPO) is a reliable test method to determine the in-situ CAPO Test services of RCC structures. The CAPO test results are found to be within 8% of the results obtained from conventional methods.

CAPO test is carried out in accordance with the guidelines laid out in ASTM C900, BS-1881: Part 207 and EN-12504-3.

A diamond tool, shaped like a dentist's drill and larger at the tip than at the base, is used to recess the groove into the central hole.

When selecting the location for a CAPO-TEST, ensure that reinforcing bars are not within the failure region. The surface at the test location is ground using a planning tool and a 18.4 mm hole is made perpendicular to the surface using a diamond-studded core bit. A recess (slot) is routed in the hole to a diameter of 25 mm and at a depth of 25 mm. A split ring is expanded in the recess and pulled out using a pull machine reacting against a 55 mm diameter counter pressure ring. As in the LOKTEST, the concrete in the strut between the expanded ring and the counter pressure ring is in compression. Hence, the ultimate pullout force F is related directly to compressive strength. The test is performed until the conic frustum between the expanded ring and the inner diameter of the counter pressure is dislodged. Thus there is minor surface damage, which should be repaired for aesthetic reasons or to avoid potential durability problems.

7.0 ULTRASONIC TOMOGRAPHY TEST

Ultrasound Tomo-grapher creates a three-dimensional representation (tomogram) of internal defects that may be present in a concrete element. It is based on the ultrasonic pitch-catch method and uses an antenna composed of an array of active dry point contact (A-DPC) transducers with enhanced penetration depth, which emit shear waves into the concrete and receive them. In the pitch-catch method, one transducer sends out a stress-wave pulse and a second transducer receives the reflected pulse. The time from the start of the pulse until the arrival of the echo is measured. The 4 by 8 transducer array is under wireless control by a powerful smartphone and the recorded data are analyzed to create a 2-D image of the reflecting interfaces within the cross section below the antenna. A series of 2-D images obtained from the test object can be processed into a complete 3-D reconstruction. The reconstructed image shows the locations of the reflecting interfaces, which could be the opposite side of the member (back wall reflection), reinforcing bars, and most importantly, internal concrete-air interfaces such as voids, cracks, delaminations, etc.

If there is a sufficiently large concrete-air interface, like a defect within the member, a portion of the emitted stress pulse will be intercepted and reflected by the defect instead of traveling all the way to the back wall. The instrument uses the arrival times of the reflected pulses to determine the location of the defect within the member.

Performing a Scan -To carry out a detailed inspection of a portion of the member, the user lays out a series of parallel scan lines on the testing surface. The antenna is oriented perpendicular to the direction of the scan lines and data are recorded at each "vertical step" along each scan line. After taking data along the first scan line, the operator moves to the beginning of the next scan line. This testing grid is then used

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during image reconstruction to establish the locations of the reflecting interfaces within the test object under the whole scanned area.

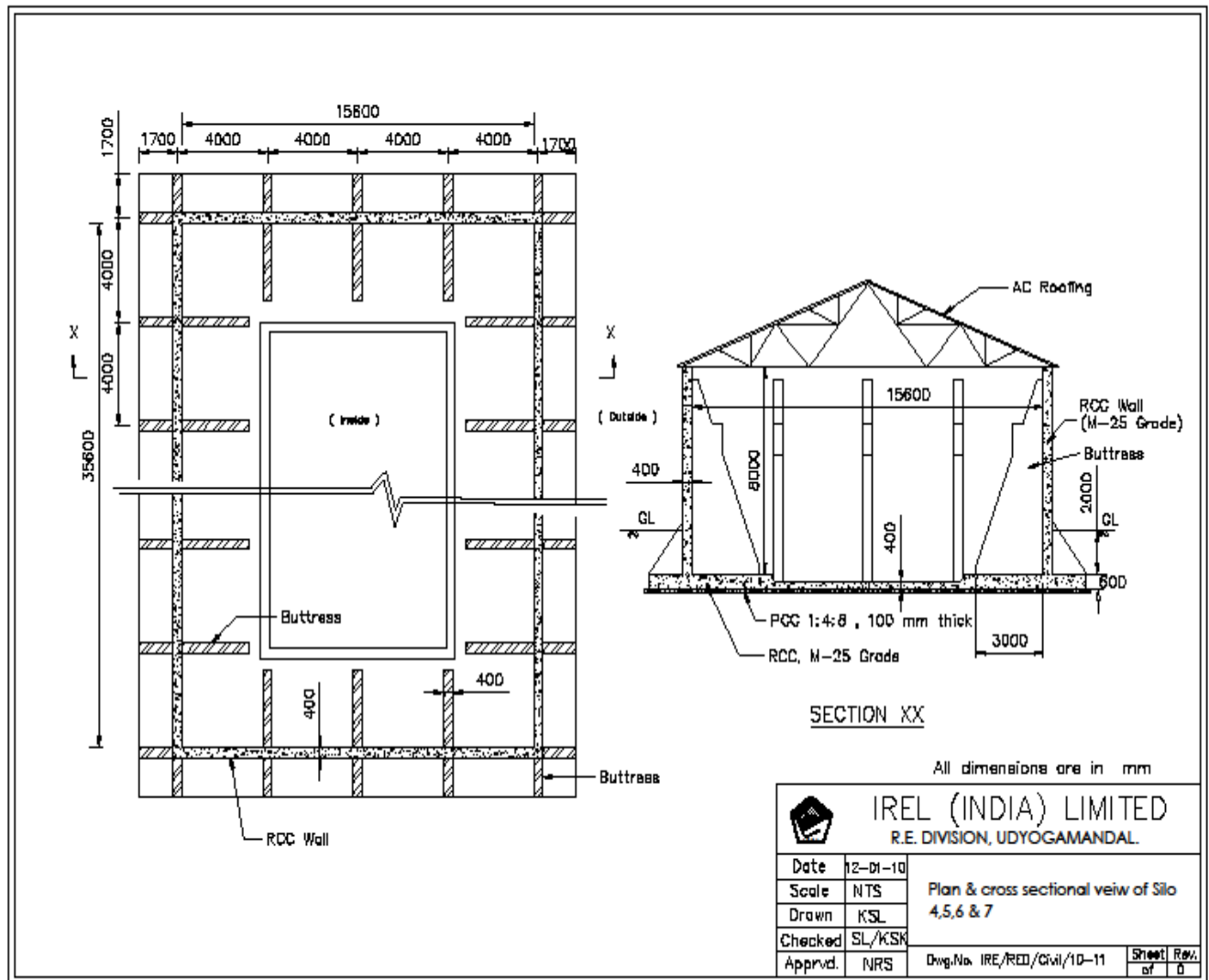
DATA ANALYSIS

After transit time data are acquired at a test location, a signal processing technique is used to reconstruct a 2-D image of the interior of the concrete member at the test location.

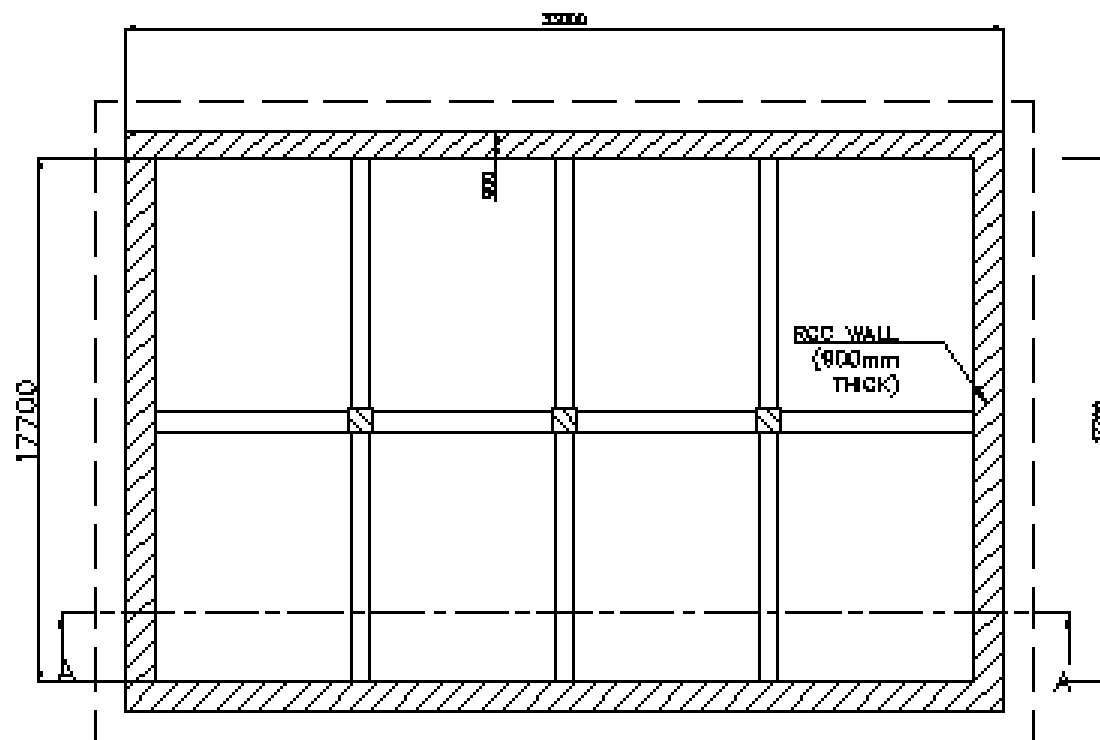
8.0 IMPULSE RESPONSE TEST

The Impulse Response Test in NDT is performed by applying a short mechanical impact to the structure using an instrumented hammer and measuring the resulting vibration response with a sensor placed near the impact point. The surface is first cleaned and prepared, and the sensor and data acquisition system are properly calibrated. Several controlled impacts are applied to ensure repeatable results, and the input force and response signals are recorded. The collected data are analyzed in the time and frequency domains to identify wave reflections, resonant frequencies, and changes in stiffness, which help detect defects such as cracks, voids, or changes in cross-section and assess the overall structural integrity.

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Signature and seal of the contractor



All dimensions are in mm



REL (India) Limited

Date	30-07-18
Scale	NTS
Drawn	ASM
Checked	KSL
Apprvd.	KSK

Plan & Sectional view of
Silo No.8

Doc.No. IRE/PED/OTM/10-11

Shower	Flux
0	0

TECHNICAL DEVIATION STATEMENT FORM

Tender No. / Date:

Name of Work:.

The bidder has to quote as per technical specification and requirement of the bid. No deviation is expected. However, in case of any deviation, the same has to be recorded clearly in the technical deviation statement form.

The following are the particulars of deviations from the requirements of the Tender specifications.

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- a. where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'. If not endorsed, it will be considered as 'No deviation'.
- b. The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

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Signature and seal of the contractor

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

IREL (INDIA) LIMITED, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all Vendors, Customers and Business Partners are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 E-mail:cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24221068 E-mail:cvo@co.gov.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar
Designation Chief Manager- (Technical (Purchase)

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Signature and seal of the contractor

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

IREL (India) Limited
1207, V.S. Marg, Prabhadevi
Mumbai 400 028.

I / We am / are a Vendor / Customer of IREL(India)
Limited (now onwards to be referred as Company).

I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company in connection with securing /
being granted favour (s) in my / our dealings with the Corporate office of the company and / or its any field
units namely MK, Chavara, OSCOM, RED & IRERC.

To immediately report any gift and / or inducement sought by any employee of the Company granting
favour(s) to me / us in my / our dealings with the Company and / or its field units.

Signature.....

Name.....

Title.....

Name of the Company and Address (with Seal).....

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Signature and seal of the contractor

DECLARATION - NON-BLACKLISTING

(To be submitted by an Authorized Signatory on the company's original letter head with signature and seal)

To,

DGM -Technical (Purchase)
IREL (India) Limited
R E Division, Udyogamandal - 683 501
KERALA

Sir,

In response to the Bid Ref No.: _____ dated _____ 2023, I/We hereby declare that presently our agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the agency: -
Authorized Signatory: -
Seal of the Organization: -

Date:

Place:

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Signature and seal of the contractor

Annexure to Bid Form: Eligibility Declarations

Tender Document No.

Tender Title:

Bidder's Name:

Bidder's Reference No.

Date:

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General financial Rules 2017.

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: and solemnly certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature of the Bidder, with Official Seal)

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Signature and seal of the contractor

CONTRACTOR ENROLMENT/ REGISTRATION FORM

1. NAME :

2. ADDRESS :

3. E-MAIL/ MOBILE :

4. INSURANCE DETAILS :

ESI No.	Name of Insurance Company	Policy No.	Valid	Type of Policy	No. of persons covered

5. LABOUR LICENSE DETAILS:

Labour License No.	Address of Licensing Office	License Issuance Authority	Date of Expiry	Maximum No. of Laboure's as per License

SIGNATURE OF CONTRACTOR

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Signature and seal of the contractor

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (sales office address/ office address/Warehouse address/factory address)		
3	Building/House Number		
4	Area/Street Name		
5	City		
6	Pin Code		
7	State		
8	Contact Details	Ph No:	
		Mobile No.	
		Email:	
9	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)		
10	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
11	Copy of PAN card		
12	GSTIN		
13	Audited copies of P&L for the last three years		
14	Valid MSE Udyam registration certificate, if any.	Yes	
		No	
15	ISO Certification if any		
16	Registered in GEM Portal	Yes	No
17	Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
Bank Details			
18	Name of bank:		
19	Name of Bank Branch:		
20	City/Place:		
21	Account Number:		
22	Account Type:		
23	IFSC Code:		
24	MICR Code:		

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Signature and seal of the contractor

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Signature and seal of the contractor

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Acceptance of GENERAL CONDITIONS OF CONTRACT (GCOC) Sl.no. 1 to 80.0

Signature & Seal of the Tenderer

DATE

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Signature and seal of the contractor

	<p>Definitions:</p> <p>In the Contract (as hereinafter defined), the following 'words' and 'Definitions' expression shall have the meaning hereby assigned to them except where the context otherwise requires:</p> <p>"Employer" means IREL (India) Limited (IREL) having its registered office at Plot No. 1207/Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400028. The term Employer includes successors, assigns of IREL.</p> <p>"Contractor" means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors and permitted assignees.</p> <p>"Engineer" means the representative of IREL or the other Engineer appointed from time to time by the Employer and notified in writing to the contractor to act as Engineer for the purposes of the contract in place of the said representative.</p> <p>"Engineer's Representative" means any resident engineer or assistant of the Engineer or any other employee or agent appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 1.5 hereof and whose authority shall be notified in writing to the Contractor by the Engineer.</p> <p>"Work" shall mean and include all works specified or set forth and required in and by the specifications, drawing and schedule hereto annexed or to be implied therefrom or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the original specification, drawing and schedule) and also such additional instructions and drawings not in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Employer.</p> <p>"Contract" means the Invitation to tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Tender Schedule showing approximate quantities, quoted rates and amount against each item, Time Schedule, Letter of Intent/Award, Tender and Contract agreement.</p> <p>"Contract Price" means:</p> <p>In the case of Lump sum Contracts, the price payable to the Contractor as mentioned in the Contract for each line item. Price is fixed & firm during the entire duration of contract subject to price reduction clause in case of delay in performance; however, price is subject to price variation clause as per special conditions of contract, if any.</p> <p>In the case of Item Rate Contracts, Rates by the item rates quoted by the tenderer and accepted by the Company for the various items.</p> <p>"Structural Plant" means all appliances or things of whatsoever nature as required or about the execution, completion or maintenance of the Works or, Temporary Works (as hereafter defined) but does not include materials or other things intended to form or forming part of the permanent work or temporary housing, hutting, offices & Stores etc.</p> <p>"Temporary Work" means all temporary works of every kind required in or about the execution, completion or maintenance of the works.</p> <p>"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.</p> <p>"Site" means the lands and other places envisaged by the Employer where the Works are to be executed or carried out.</p> <p>"Letter of Intent" is an intimation by a letter to tenderer that tender has been accepted in accordance with the provisions contained in that letter.</p> <p>"Approved" means approval in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including aforesaid.</p>
1.2	<p>Singular & Plural : Words importing the singular only also include the plural and vice versa where the context requires.</p>
1.3	<p>Clause Headings or Marginal notes: The Clause headings or marginal notes in these General Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p>
1.4	<p>Specification: The term "Specification" shall mean schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract. In the absence of any specific specifications issued by the Employer, the specifications issued by the BIS will apply.</p>
	<p>ENGINEER-IN-CHARGE:</p> <p>The Engineer-in-charge shall represent and act on behalf of IREL at all times during the currency of the all notices, instructions, orders, certificates, approvals and all other communications under this Contract shall be given by the Engineer-in-charge, except as herein otherwise provided.</p> <p>The Engineer-in-charge shall have authority for</p> <p>General supervision, follow up of supply and direction of the Works</p> <p>Direction to stop the Works whenever such stoppage may be necessary to ensure the proper execution of the works</p> <p>To reject all Works and Materials which do not conform to the contract specifications. The Engineer-in-charge shall have no authority to relieve the CONTRACTOR of any of his duties or obligations under the contract nor except as expressly provided here-in under elsewhere in the Contract to order any work involving delay or any extra payment by IREL or to make any variation of or in the Works.</p>
2.0	<p>ASSIGNMENT AND SUB-LETTING</p>
2.1	<p>The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder (other than a charge in favour of the Contractor's Bankers of any money due or to become due under this Contract) without the prior written consent of Employer.</p>
2.2	<p>The Contractor shall not sub-let the whole or part of the Works except where otherwise provided by the Contract, and even then only with the prior written consent of the Employer and such Consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-contractor, his agents, servants or workmen as fully as if they were the acts, default or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.</p>
2.3	<p>CONTRACTOR shall supervise and direct the work of all SUB-CONTRACTORS and shall be responsible for co-ordinating their work. If CONTRACTOR fails to correct, or commences to correct and executes the correction with due diligence of deficient or defective work performed by any SUB-CONTRACTOR within reasonable time (provided it doesn't materially impact safe operation of plant), after receipt by CONTRACTOR of a notice from EMPLOYER with respect thereto, EMPLOYER may (but shall not be obligated to), after seven days following receipt by CONTRACTOR of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective deficient work at risk and cost of CONTRACTOR.</p>
2.4	<p>CONTRACTOR shall require all SUB-CONTRACTORS to perform in accordance with the relevant requirements of the CONTRACT including FINAL PROPOSAL, all APPLICABLE LAWS and APPLICABLE PERMITS, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of SUB-CONTRACTORS/SUBVENDORS and Manufacturers and all insurance policies relating to the PLANT or the WORK.</p>
2.5	<p>CONTRACTOR shall be solely responsible for paying each SUB-CONTRACTOR and any other person to whom any amount is due from CONTRACTOR for services, equipment, construction equipment, materials or supplies otherwise related to the PLANT or the WORK.</p>
2.6	<p>CONTRACTOR shall take all reasonable steps and actions to ensure that such services, equipment, construction equipment, materials and supplies and the like have been or will be received, inspected and approved and that such services have been or will be properly performed.</p>
2.7	<p>EMPLOYER shall not be deemed by virtue of the CONTRACT to have any contractual obligation to or relationship with any SUB-CONTRACTOR.</p>
3.0	<p>EXTENT OF CONTRACT:</p> <p>The Contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance.</p>
4.0	<p>CONTRACT DOCUMENTS:</p>
4.1	<p>CUSTODY OF DRAWINGS:</p> <p>The drawings shall remain in the sole custody of the Engineer but two copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the Contractor shall return to the Engineer all drawings provided under the contract, The Contractor shall give adequate notice in writing to the Engineer or Engineer's representative, of any further drawings or specifications that may be required for the execution of the works or otherwise under the contract.</p>
4.2	<p>ONE COPY OF DRAWINGS TO BE KEPT ON SITE:</p> <p>One copy of the drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer and the Engineer's representative and by any other person authorised by the Engineer in writing.</p>
4.3.1.1	<p>FURTHER DRAWINGS AND INSTRUCTION:</p> <p>The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.</p>
5.0	<p>CONTRACT AGREEMENT:</p> <p>The Contractor shall enter into and execute a Contract Agreement in the form annexed hereto within the specified time in Letter of Intent/Award and in default thereof the earnest money paid by the Contractor shall be forfeited and acceptance of his Tender shall be considered as withdrawn. The cost of the stamp fee of the agreement is to be borne and paid by the Contractor.</p>
6.0	<p>MODIFICATIONS IN CONTRACT:</p> <p>All modifications leading to changes in the CONTRACT with respect to technical or commercial aspects including terms of completion period shall be considered valid only when amendment to the CONTRACT is issued by the Employer.</p> <p>The modification or amendment of the CONTRACT for an adjustment in the CONTRACT PRICE and/ or COMPLETION DATE in accordance with the applicable provision of the CONTRACT, if any, shall be subject to mutual agreement.</p> <p>IREL shall not be bound by any printed conditions or provisions in the CONTRACTOR's bid forms or acknowledgement of CONTRACT and other documents which support to impose any condition at variance with or supplemental to CONTRACT.</p>
7.0	<p>USE OF CONTRACT DOCUMENTS AND INFORMATION:</p>
7.1	<p>The CONTRACTOR shall not, without the IREL's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the IREL in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.</p>
7.2	<p>The CONTRACTOR shall not without the IREL's prior written consent, make use of any document or information enumerated in Clause 7.1 except for purpose of performing the CONTRACT.</p>
7.3	<p>Any document other than CONTRACT, itself, enumerated in Clause 7.1 shall remain the property of the IREL and shall be returned (all copies) to the IREL on completion of the CONTRACTOR's performance under the CONTRACT, if so required by the IREL.</p>
7.4	<p>CONTRACTOR TO INFORM HIMSELF FULLY:</p> <p>The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.</p>

	<p>The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the condition of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.</p> <p>Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.</p> <p>It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT, he shall set forth the particulars thereof in writing to IREL in duplicate, before submission of tender. IREL may provide such clarification as may be necessary in writing to CONTRACTOR, such clarifications as provided by IREL shall form part of CONTRACT DOCUMENTS.</p> <p>No verbal agreement or inference from conversation with any effect or employee of the IREL before, during or after the execution of the CONTRACT AGREEMENT shall in any way affect or modify any of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.</p>
7.5	<p>GENERAL INFORMATION:</p> <p>a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.</p> <p>b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.</p> <p>c) Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document. Water Supply: The Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, IREL at his discretion may endeavour to provide water to the Contractor at its source of supply provided the Contractor makes arrangement for pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills (Subject to rate of deduction stipulated).</p> <p>d) Power Supply: Subject to availability, IREL will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to IREL which should be in the custody and control of the IREL. The cost of power supply shall be payable to IREL every month for Construction Works which would be deducted from the running account bills (subject to rate of deduction specifically mentioned in the tender, if any). IREL shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.</p> <p>It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions, i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.</p> <p>At all times, IEA regulations shall be followed failing which the IREL has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.</p> <p>The IREL is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.</p> <p>The total requirement of power shall be indicated by the tenderer along with his tender.</p>
7.6	<p>STANDARDS:</p> <p>The goods and services supplied under this CONTRACT shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, CONTRACTOR shall follow best engineering practices.</p>
7.7	<p>PRIORITY OF CONTRACT DOCUMENTS:</p> <p>Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the CONTRACT shall be as follows :</p>
7.7.1	The Contract Agreement;
7.7.2	The Letter of Acceptance;
7.7.3	The Instructions to Bidders (ITB);
7.7.4	Special Conditions of Contract (SCC);
7.7.5	General Conditions of Contract (GCC)
7.7.6	Any other document forming part of the Contract.
7.8	<p>Works shown in the DRAWING but not mentioned in the SPECIFICATIONS or described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.</p> <p>SPECIAL CONDITIONS OF CONTRACT:</p> <p>Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.</p> <p>Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.</p>
8.0	<p>PATENT INFRINGEMENT:</p> <p>CONTRACTOR shall at all times, indemnify and keep indemnified IREL against all claims or suits and defend, at its own cost, any suit or action brought against IREL and hold IREL free and harmless against all costs of such claims or suits which may be made against IREL in respect of any infringement of any rights protected by patent, copyright, trademarks, and trade secrets to the extent that such claim, suit, or action is a result of the use of CONTRACTOR's technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process, licensor's processes used in PLANT. IREL shall pass on all claims made against it to CONTRACTOR for settlement.</p>
8.2	<p>CONTRACTOR declares that to the best of his knowledge and belief the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's processes used in PLANT will not infringe any valid patent rights of a third party. However, if at any time such infringement arises, CONTRACTOR agrees to keep IREL indemnified and harmless against such claims and costs thereof and make arrangements that will allow IREL to continue the operation of PLANT.</p>
8.3	<p>IREL shall promptly advise CONTRACTOR in writing of any claim of infringement or any action for infringement of patents brought against it by a third party and based upon the use of CONTRACTOR's Technical Information. If such use is in accordance with instructions given in writing by CONTRACTOR, CONTRACTOR shall undertake the defence, or assist IREL in the defence, of the claim or suit up to final judgment or settlement.</p>
8.4	<p>CONTRACTOR shall undertake the defence on behalf of IREL and shall have sole charge and direction of the defence, and shall bear all costs related thereto. CONTRACTOR shall further hold IREL harmless from any damages or other sums that may become payable by IREL under a final judgment or settlement. However, IREL shall render to CONTRACTOR all reasonable assistance that may be required by CONTRACTOR in the defence, and shall have the right to be represented therein by advisory counsel of its own selection and at its own expense.</p>
8.5	<p>In addition to the measures specified in Clause-8.4, CONTRACTOR may further, at its option, however, in reasonable consultation with IREL, seek to abate the alleged infringement by modification of PLANT or its operation without adversely affecting the performance and/or secure for IREL immunity from suit for infringement. In such case, CONTRACTOR shall bear/ reimburse IREL all costs related to the said modification and to the said immunity.</p>
8.6	<p>In the event that IREL is legally restrained from operating PLANT on account of any infringement action or suit, CONTRACTOR shall take all possible actions to assist IREL to operate and use PLANT, is so far his area of operation is concerned.</p>
8.7	<p>Neither CONTRACTOR nor IREL shall settle or compromise any suit or action without the written consent of the other, if settlement or compromise obliges the other to make any payment or part with any property or assume any obligations or surrender any rights or to be subjected to any injunction by reason of such settlement or compromise.</p>
	<p>INDEMNITIES:</p>
9.1	<p>INDEMNIFICATION FOR LIABILITIES:</p>
9.1.1	<p>CONTRACTOR INDEMNIFICATION FOR LIABILITIES:</p> <p>To the fullest extent permitted by Law, CONTRACTOR assumes liability for and agrees to indemnify, protect, save and hold harmless IREL from and against any and all Liabilities (including, any strict liability), arising out of acts or omissions of CONTRACTOR or its personnel or its agents in the performance of its obligations under the CONTRACT causing bodily injury, sickness, disease or death, damage to or loss of any property, and whether or not involving damage to WORKS or SITE that may be imposed on, suffered or incurred by or asserted against IREL and in any way relating to or arising out of</p>
9.1.1.1	WORK, any EQUIPMENT
9.1.1.2	the presence, discharge, treatment, storage, transportation, disposal, escape or release of any Hazardous Substances, or the threat thereof, at, to or from SITE after commencement of work (any hazardous substance already existing at SITE before commencement of WORK excluded)
9.1.1.3	The performance of WORK, or as a result of personal injuries (including wrongful death);
9.1.1.4	the violation by CONTRACTOR or any SUB-CONTRACTOR/ VENDOR of any Government Approval or applicable Law;
9.1.1.5	Any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify IREL for any liability arising out of or resulting from events or circumstances occurring or existing after PRELIMINARY ACCEPTANCE OF PLANT except where the liability arises from an act or omission of CONTRACTOR or any SUB- CONTRACTOR/VENDOR or any other Person directly or indirectly employed by either of them or anyone for whose acts either of them may be liable that was a contributory cause of such liability.
9.1.2	<p>CONTRACTOR INDEMNIFICATION FOR TAXES:</p> <p>It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and hold IREL harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes shall be deemed to be included in CONTRACT PRICE, except for GST. GST at applicable rate is payable extra. Seller need to prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction of GST while processing Bills.</p>
9.1.3	<p>INDEMNIFICATION BY SUB-CONTRACTOR/VENDOR:</p>

PAYMENT OF AMOUNTS UNDER THIS CLAUSE

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The total requirement of power shall be indicated by the tenderer along with his tender.

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	to the residents in the vicinity. The Contractor shall also not sublet the premises to any other party.
19.0	DAMAGES TO PERSONS AND PROPERTY:
19.1	The Contractor shall (except if and so far as the Specification provided otherwise) indemnify and keep indemnified the IREL against all losses and claims for injuries or damages to any person or any property whatsoever which may arise out of or consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing hereby contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the IREL against any compensation or damages for or with respect to:
(a)	The permanent use or occupation of land by the works or any part thereof (save as herein -after provided) surface or other damage as aforesaid i.e. surface or other damage caused by contract works in the normal course.
(b)	The right of the IREL to construct the Works or any part thereof on over under in or through any land.
(c)	Interference whether temporary or permanent with any right to light, air, way or water or other easement or quasi-easement which is unavoidable result of the construction of the Works in accordance with the Contract.
	Provided further that for the purposes of this clause, the expression "the land" shall be deemed to be limited to the area defined in the specification as shown on the drawings in which land crops, trees and structures will be disturbed or damaged as an inevitable consequence of the carrying out of the Works.
20.0	ACCIDENT OR INJURY TO WORKMEN:
(a)	The employer shall not be liable for or in respect of any damages or compensation payable as per or otherwise in respect of or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation there to.
(b)	The Contractor shall forthwith report all accidents and injuries as a result of his contractual work to the employer or his representative.
21.0	WORKMEN'S COMPENSATION ACT:
	The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all costs and expenses incurred by the employer in connection therewith and (without prejudice to any other means of recovery) the employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under this contract or any other contract) all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contract, under the provision of this clause.
22.0	GIVING OF NOTICE AND PAYMENT OF FEES:
22.1	The Contractor shall give, all notices and pay all fees required to be given or paid to any Central or State, Statute, Ordinance or other Law or any rule, Regulation or Bye-Law of local or other duly constituted authority in relation to the execution of the Works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any Temporary Works.
22.2	COMPLIANCE WITH STATUTES REGULATIONS ETC.:
	The Contractor shall conform in all respects with the provision of any such statute, ordinance, or law as aforesaid and the rules, Regulations or Bye-laws of any local or other duly constituted authority which may be applicable to the Works or to any Temporary Works and with such rules and regulations of public bodies as aforesaid and shall keep the employer indemnify against all penalties and liability of every kind for breach of any such Statute, Ordinance, Law, Rules, Regulation or Bye-laws.
23.0	FOSSILS ETC.
	All fossils, coins, articles, value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between the employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent, his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineers representative of such discovery and carry out at the expense of the employer the engineer's Representative's orders as to the disposal, removal or otherwise of the same.
24.(a)	PATENT RIGHTS & ROYALTIES:
	The Contractor shall save harmless and indemnify the Employer from and against all claims and proceeding for or on account of infringement of any patent rights, designs trade-mark or name or other protected rights in respect of any Constructional plant, machine, work or material used for or in connection with the Works or Temporary Works of any of them and from and against all claims, demands, proceeding, damages, cost, charges and expenses whatsoever in respect thereof or in relation there to.
(b)	Except where otherwise specified, the Contractor shall pay all tollage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or temporary Works or any of them.
25.0	INTERFERENCES WITH TRAFFIC ADJOINING PROPERTIES.
	All operations necessary for the execution of the Works and for the construction of any Temporary works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the Public convenience or the access to use and occupation of public or private roads and footpaths or to properties whether in the possession of the Employer's Workmen or of any other person and Contractor shall save harmless and indemnify employer in respect of all claims, demands, proceeding, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
26.(a)	EXTRAORDINARY TRAFFIC:
	The Contractor shall use every reasonable means to prevent any of the highways and bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges. For any damage caused by the breach hereof, the Contractor shall be solely responsible.
(b)	WATERBORNE TRAFFIC:
	Where the nature of the works is such as to require the use by the Contractor of water borne transport, the fore going provisions of this clause shall be construed as though "highway" included a dock, deck, sea wall, or other structure related to a water-way and "vehicles" included craft and shall have effect accordingly.
27.0	OPPORTUNITIES FOR OTHER CONTRACTORS:
	The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the Employer may enter into in connection with or ancillary to the works.
28.0	SUPPLY OF PLANT, MATERIAL AND LABOUR:
	Except where otherwise specified the Contractor shall at his own expense supply and provide all the Constructional Plant, Temporary Works, materials both for temporary and for permanent Works, labour (including the supervision thereof), transport to or from the Site and in and about the Works and other things of every kind required for the constructions, completion and maintenance of the Works.
29.0	DELAY IN OBTAINING MATERIALS BY THE EMPLOYER:
	If the Employer has undertaken to supply materials specified in the special conditions at rates stated therein, the Contractor shall keep himself in touch with the day-to-day position regarding the supply of materials from the Engineer and so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay if any, in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Employer on account of delay in supplying materials.
30.0	SITE CLEARANCE ON COMPLETION OF WORK:
	On the completion of the work all rubbish, debris, vats tanks, materials, and temporary structures of any sort or kind used for the purpose of or connected with its construction are to be removed by the Contractor and all pits and excavations filled up and the site handed over in a tidy and workman like condition and no final payment in settlement of the account for the said work shall be held to be due or shall be made to the Contractor, till such site clearance shall have been effected by him, and such clearance may be made by the Engineer, at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice in writing from the Engineer to that effect. If it becomes necessary for the Engineer to have the site cleared as indicated above at the expense of the Contractor, the Employer shall under no circumstances, be held liable for any losses or damages to such of Contractor's property as may be on such site due to such removal there from which removal may be effected by means of public sale of such materials and property or in such way as seems fit and most convenient to the Engineer.
31.0	RETURN OF SURPLUS MATERIALS:
	Notwithstanding anything contained to the contrary anywhere in this contract, wherever any materials for the execution of the contract are procured with the assistance of the Employer either by issue from Employer's stocks or purchase made under orders or permits or licenses issued by the Employer, the Contractor shall use the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Employer, and if required by the Engineer shall return to the Employer all surplus or unserviceable materials that may be left with the Contractor after the completion of the contract or at its termination, for any reason whatsoever on being paid or credited such price as the Engineer shall determine, having due regard to initial cost and the condition of the materials at the time of such return thereof. The price to be allowed to the Contractor, however, shall not exceed the amount charged to him excluding the storage charge if any. The decision of the Engineer shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall in addition to making himself liable of action for contravention of the terms of the licences or permit and/or for criminal breach of trust) be liable to the Employer for payment of all moneys, advantages or profit resulting or which in the usual course would have resulted to him by reason of such breach.
	<u>WORK MATERIAL AND PLANT</u>
32.0	QUALITY OF MATERIAL & WORKMANSHIP AND TESTS:
	All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, quantity or weight of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.
	Cost of samples: All samples shall be supplied by the Contractor at his cost.
	Cost of tests: The cost of making any test in performance of his works shall be borne by the Contractor.
	Cost of tests not provided for: If any test is ordered by the Engineer which is either,
a.	not so intended or provided or
b.	is not so particularised for or
c.	though so intended or provided for is ordered by the Engineer to be carried by an independent person at any place other than the Site or the place of manufacture or fabrication of the materials tested. Then the cost of such test shall be borne by the Contractor if the test shows the workmanship of materials not to be in accordance with the provisions of the Contract or the Engineer's instructions but otherwise by the Employer.

The Employer/Engineer and any person authorised by him shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

34.2 The inspections and tests may be conducted on the premises of the CONTRACTOR or his SUB-CONTRACTOR at point of completion and/or at the good's final destination. When conducted on the premises of the CONTRACTOR or his SUB-CONTRACTOR, all reasonable facilities and assistances including access to drawings and production data shall be furnished to the inspector at no charge to the EMPLOYER.

34.4 Participation or presence of EMPLOYER or their representatives at any tests or their failure to be present at or to witness any tests to be undertaken pursuant here to shall not in any way or manner relieve or release the CONTRACTOR from any of its warranties, guarantees or other obligations under the CONTRACT.

35.1 EXAMINATION OF WORK BEFORE COVERING UP:

35.2 UNCOVERING & MAKING OPENINGS:

36.0 REMOVAL OF IMPROPER WORK & MATERIALS:

(a) the removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the contract

(C) the removal and proper re-execution (notwithstanding any previous test there of or interim payment there for) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract.

In case of default on the part of the Contractor in carrying out such order, the employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.

The Contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of Engineer. Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Engineer shall consider reasonable.

IF THE PROGRESS OF THE WORKS OR ANY PART THEREOF IS SUSPENDED ON THE WRITTEN ORDER OF THE ENGINEER FOR MORE THAN 90 DAYS, THE CONTRACTOR MAY SERVE A WRITTEN NOTICE ON THE ENGINEER REQUIRING PERMISSION WITHIN 28 DAYS FROM THE RECEIPT THEREOF TO PROCEED WITH THE WORKS OR THAT PART THEREOF IN REGARD TO WHICH PROGRESS IS SUSPENDED AND IF SUCH PERMISSION IS NOT GRANTED WITHIN THAT TIME THE CONTRACTOR BY A FURTHER WRITTEN NOTICE SO SERVED MAY (BUT IS NOT BOUND TO) ELECT TO TREAT THE SUSPENSION WHERE IT AFFECTS PART ONLY OF THE WORKS AS AN OMISSION OF SUCH PART UNDER CLAUSE 62 THEREOF OR WHERE IT AFFECTS THE WHOLE WORKS AS AN ABANDONMENT OF THE CONTRACT BY THE EMPLOYER.

(i) Use of additional items:
If the Engineer directs the use of additional items of IREL stores in the work, the Contractor is bound to comply with such directions. The recovery rate for such stores shall be fixed by the Engineer.

Recovery Rates:
In addition to the above, other materials from IREL stores can be supplied subject to availability if the Engineer is satisfied as to the necessity for such issues. Recovery rates for the materials so issued shall be IREL issue rates plus 12% plus GST as may be in force from time to time.

All handling, conveyance, etc. from place of issue to the worksite of the Contractor are to be borne by the Contractor and the rates quoted in the Tender Schedule cover these

All materials issued to the Contractor whether free of cost or on cost recoverable basis shall be properly accounted for. Any loss or damage to the stores issued by IREL will be debited to the Contractor at the IREL issue rates plus 20% plus GST as may be in force from time to time.

Steel drawn in excess or misused will be charged at 100% overissue/recovery rates as stipulated in the contract.

No claim will be entertained for non-supply or delay in supply of any or all the above stones

COMMENCEMENT TIME AND DELAYS

COMMENCEMENT OF WORK:
The Contractor shall commence the works on site within the period as mentioned in the contract and shall proceed with the same with due expedition and without delay.

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purposes of the works, except when otherwise specifically agreed and provided for.

Subject to any requirement in the Contract as to completion of any portion of the works before completion of the whole of the works, it shall be completed within the time stated in the LOI/Award Letter/Agreement.

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take in to account any extraor additional work or other special circumstances unless the Contractor has within 14 days after such work has been commenced on such circumstances have arisen or as soon thereafter as is practicable, delivered to the Engineer's representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

The CONTRACTOR shall promptly notify the ENGINEER-IN-CHARGE any event or conditions which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such situation.

44.3 IREL shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR.

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally recognised as days of rest) or their locally recognised equivalent without the permission in writing of the Engineer's representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer's representative. Provided always that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

The whole of the materials, plant and labour to be provided the Contractor and the mode, manner and speed of execution and maintenance of the work are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing that the Contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not completed being carried on by day and by night and the Contractor shall request permission to work by night as well as by then if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing if such additional payments shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion shall be extended by such period as is solely attributable to such refusal. All work at night shall be carried out during the hours of darkness and shall be subject to the same conditions as day work. The Contractor shall be liable for any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, notices, costs, charges and expenses whatsoever in respect of any injury to or damage to any such liability.

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	<p>WORKS TO BE MEASURED:</p> <p>The Engineer shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance with the Contract. He shall when he requires any part or parts of the Works to be measured give notice to the Contractor's authorised agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record drawings, the Engineer's representative shall prepare record drawing month by month of such work and the Contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree such record drawings, with the Engineer's representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such record drawings they shall be taken to be correct. If after examination of such record drawings the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct unless the Contractor shall within 14 days of such examination lodge with the Engineer's representative for decision by the Engineer's notice in writing of the respects in which such record drawings are claimed by him to be incorrect. The Contractor shall be paid for the quantities resulting from measurement of the executed work.</p>
58.0	<p>MODE OF MEASUREMENT FOR CIVIL WORKS:</p> <p>The mode of measurement shall be as per Indian Standard 1200 latest, subject to the following:</p> <p>(a) In case the mode of measurement is not covered by the said Indian Standard for a particular item, the method of measurement shall be as per CPWD specifications for that item only.</p> <p>(b) Wherever a particular mode of measurement is specified in the description of the item in the tender schedule/special conditions, the same shall only apply.</p> <p>(c) In case of dispute regarding mode of measurement, the decision of the Engineer shall be final and binding on the Contractor.</p>
59.0	<p>PAYMENT FOR WORK DONE</p>
59.1.1	<p>100% payment against bills for the work done (Subject to the required deductions) shall be made to the Contractor based on detailed measurements and certification of bills by the Engineer.</p>
59.1.2	<p>ON ACCOUNT PAYMENT: Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on these joint measurements recorded in the register, the Contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed form along with the detailed measurements item wise. All the pages of the measurement sheets shall be serially machine numbered and signed by the Contractor. The bills along with measurement sheet shall be computer generated and also suitably programmed for effecting the necessary corrections easily. The bills shall be accompanied with necessary documents such as abstract of quantities, variations statements, reconciliation of materials, part rate statements indicating the extent of work done, statement of secured advance claimed and fulfilling other statutory obligations such as ESI / PF / Insurance / labour licence etc. Payment against bills for the work done (subject to necessary deductions) will be made after the verification and certification by the Engineer of the bill submitted by the Contractor.</p>
59.1.3	<p>COMPLETION CERTIFICATE: The Works shall be deemed to have been completed in all respects on the day the Engineer certifies that the works have been so completed in accordance with this Contract, takes over the completed Works and issues a certificate to that effect. The Defect Liability Period will start from the said date of completion / handing over of the work.</p>
59.1.4	<p>FINAL PAYMENTS: Based on the measurement of Work performed, the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be accompanied by:</p>
A)	<p>A copy of the Completion Certificate issued by the Engineer.</p>
B)	<p>No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.</p>
	<p>The Engineer shall examine and certify the final bill for payment after satisfying that the Works have been satisfactorily completed and that all properties, works and things removed or disturbed or damaged in consequence of the Work have been properly replaced and made good and all expenses and demands incurred or made by or on the Company or in respect of any damage or loss by, from or consequence of the Works have been satisfied, all materials have been returned and the site cleared.</p>
59.1.5	<p>SECURED ADVANCE:</p> <p>75% payment against bills as Secured Advance on the cost of all non-perishable materials brought by the Contractor to Site for use in the Works (excluding chargeable materials issued by the Company) as assessed and approved by the Engineer may be paid, provided the materials conform to the specifications of the contract as accepted by the Engineer. These materials shall be pledged by the Contractor to the Company. All the Secured Advance allowed will be deducted while making payment of any bill for the work done and a fresh Secured Advance on the materials remaining then at Site will be paid along with the same bill.</p>
59.1.6	<p>BILL TO BE SUBMITTED MONTHLY:</p> <p>A bill shall be submitted by the Contractor each month on or before the date by the Engineer for all work executed in the previous month and the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer may depute his representative to measure up the said work in the presence of the Contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer may prepare a bill from such list which shall be binding on the Contractor in all respects.</p>
59.2	<p>BILLS TO BE ON PRINTED FORMS:</p> <p>The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer and the charges in the bills shall always be entered at the rates specified in the tender in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates shown after provision for such work.</p>
	<p>Invoice must contain Contractor's GST Registration number, PAN, Bank detail of Contractor, GST Registration number of IREL Factory / Office, HSN/SAC Code for service rendered.</p>
59.3	<p>RETENTION MONEY (IF PROVIDED FOR SUBMISSION IN THE TENDER):</p> <p>As and by way of additional security from every progressive on account bill of the Contractor, prescribed percent of the value of the work executed shall be deducted as Retention money and kept as security deposit until the total of the amount so deducted plus the initial security (including the Earnest money) already deposited will equal the prescribed security.</p>
59.5	<p>SET-OFF:</p>
(a)	<p>Any sum of money due and payable to the Contractor (including security deposit returned to him) may be appropriated/ retained/ withheld and/ or set off by the Employer or Government against any claim of the Employer or Government or such other person or persons for the payment of a sum of money arising out of or under this contract or other contracts made by Contractor with the employer or Govt. or such other person or persons.</p>
(b)	<p>The Employer will be at liberty to recoup any damage/loss suffered as a result of any action on the part of the Contractor.</p>
59.6	<p>DEDUCTIONS FROM CONTRACT PRICE:</p> <p>All costs, damages or expenses which the EMPLOYER may have paid for which, under the CONTRACT, the CONTRACTOR is liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within fifteen days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may then deduct the amount from any bill due or becoming due by him to the CONTRACTOR under the CONTRACT or may be recovered by action of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.</p>
59.7	<p>TAXES APPLICABLE TO CONTRACTOR'S MANPOWER, TURNOVER, EQUIPMENT ETC.</p> <p>The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit on the earnings of any of his employees or personnel engaged by him and shall hold the EMPLOYER indemnified and harmless against any claims that may be made against the EMPLOYER in this behalf. The EMPLOYER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel by Centre/ State/ Local Authorities.</p>
59.8	<p>DEDUCTION OF INCOME TAX AT SOURCE:</p> <p>Income Tax on the gross amount billed will be deducted from Contractor's bills as per Section 194(C) of the Income Tax Act. In case of contract for consultancy or professional services Tax deduction at source as per Section 194]. will be carried out</p>
59.9	<p>OVER PAYMENTS / UNDER PAYMENTS DETECTED DURING TECHNICAL AUDIT:</p> <p>The Company reserves the right to carry out post-payment audit and technical examination of the running/ final bill including all supporting vouchers etc. The Company also reserves the right to propose recoveries effected by CVC (Central Vigilance Commission) based on their audit and observations of works / bills etc. The Company further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact the amount of running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of running / final bill figures in the arbitration award.</p> <p>If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor under the contract, the Company from the Contractor shall recover it, or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Company.</p>
60.0	<p>APPROVAL BY MAINTENANCE CERTIFICATE:</p> <p>No certificate other than the maintenance certificate referred to in clause 61 here of shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the due performance of the contract or any part here of or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.</p>
61.1	<p>MAINTENANCE CERTIFICATE:</p> <p>The contract shall not be considered as completed until a maintenance certificate shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and maintained to his satisfaction. The maintenance certificate will be given by the Engineer twenty - eight days after the expiration of the Period of maintenance (or if different periods of maintenance shall become applicable to different parts of Works the expiration of the latest such period) or as soon thereafter as any work ordered during such Period pursuant to Clause 50 and 51 hereof shall have been completed to the satisfaction of the Engineer and full effect given to this Clause notwithstanding any previous entry on the Works of taking possession, working or using thereof or any part thereof by the Employer.</p>
61.2	<p>CESSATION OF EMPLOYER'S LIABILITY</p> <p>The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works Unless the Contractor shall have made a claim in writing in respect thereof before the giving of the maintenance certificate under this Clause.</p>
61.3	<p>UNFULFILLED OBLIGATION:</p> <p>Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub - clause (2) of this clause) the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains un-performed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties hereto.</p>
62.0	<p>URGENT REPAIRS:</p> <p>If by reason of any accident or failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the Period of Maintenance, any remedial or other work or repair shall in the opinion of the Engineer or the Engineer's representative be urgently necessary for security and the Contractor is unable or un-willing at once to do such work or repair, the Employer may by his own or other workmen to such work or repair as the Engineer or the Engineer's representative may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the contract, all cost and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the employer or may be deducted by the employer from any moneys due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.</p>
63.0	<p>RESOLUTION OF DISPUTES/ ARBITRATION:</p>
63.1	<p>The EMPLOYER and the CONTRACTOR shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.</p>
63.2	<p>If, after thirty days from the commencement of such informal, good faith negotiations, the EMPLOYER and the CONTRACTOR have been unable to resolve the disagreement or dispute, the same shall be referred for resolution as per the formal mechanism specified hereunder shall be applicable.</p>
63.3	<p>LEGAL CONSTRUCTION: The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Law as in force for the time being.</p>
63.4	<p>ARBITRATION:</p>
a)	<p>All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.</p>

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67.3	Further, the vendor (CONTRACTOR) shall be banned from doing any business with IREL in case of :
a.	If security considerations including question of loyalty to the state so warrant.
b.	If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
•	If there is strong justification for believing that the proprietor or employee or representative of the CONTRACTOR has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
67.4	An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
67.5	An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.
68.0	SECRECY The CONTRACTOR shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.
69.0	LABOUR:
a)	In respect of all labour directly or indirectly employed by the Contractor, Labour Rules, on the work, it shall be the bounden duty of the Contractor to abide by and to strictly comply with all labour legislations, as may be applicable, enacted by the parliament or by the State Legislature and the rules/regulations framed thereunder by the Central or State Government or Local Authorities providing for the conditions of employment protection of health, Sanitary arrangements, wages, provident fund, gratuity, welfare, and safety of workmen. These rules and statutory obligations shall be deemed to be part of the Contract. Instructions issued by the Employer in this behalf from time to time shall be equally binding on the contractor & the Contractor shall observe them stringently.
(b)	In the event of the Contractor failing to discharge his obligations imposed upon him by or under any statute as aforesaid, the employer shall be entitled to rescind the Contract at the sole risk and cost of the Contractor and/or recover from him the amount of loss sustained by the Employer.
(c)	It is advisable for the Contractor to properly and fully acquaint himself with all the legislations as applicable to his workmen and the work under this contract or in connection herewith, so as to preclude the possibility of infringement and non-compliance thereof and to make it easy for him to observe clause 69 without any deviation.
(d)	The Contractor shall maintain records, registers in respect of workers employed by him as required under various statutes and as prescribed by the Employer, shall issue attendance cards to each worker and shall produce the same for inspection on demand to the authorities under statutes or to the authorised representatives of the Employer.
(e)	All payments of whatever nature to be made by the Contractor to his workmen shall be made in the presence of an authorised representative of Employer and Employer's representative shall sign the acquaintance in token of having witnessed the payment, as prescribed under law.
(f)	The first R.A. bill of the Contractor shall be released only after HRM (Welfare Section) gives clearance regarding compliance of all statutory provisions by the contractor. Final bill of the Contractor shall be cleared only when a clearance certificate is issued by the Contractor from an authority declared for the purpose by the Employer, that the claims of workmen in respect of wages, workmen's compensation, statutory payments etc. have been paid by Contractor to his workmen in full and subject to fulfilment of other conditions of Contract. Labour Rules etc.
(g)	The Contractor shall be entirely responsible for safe and good conduct of his employees during the period of his contract. The Contractor shall also ensure, that no safety rules/instructions are violated by him or his workmen. The Contractor shall maintain his machineries and tools for work in safe condition and shall present the same for checking whenever called by Employer/ his representatives.
(h)	It shall be binding on the part of the Contractor to familiarise himself and be governed by all statutes such as Mines Act 1952, Rules and Regulations including amendments made thereunder, if any, applicable for the work, Indian Electricity Act. 1910 and Indian Electricity Rules 1956 including amendments, if any, applicable for the work.
(i)	The Contractor shall provide and ensure proper use of safety appliances by his workmen throughout the course of their employment.
(j)	The Contractor in fulfilment of his statutory obligations imposed by or under various Labour Laws, will among other things:
i)	Arrange to provide cool and wholesome drinking water at appointed place/near work site. The container of water shall be in hygienic condition.
ii)	Implement the Employees Provident Fund Scheme or Produce exemption certificate from Regional Provident Fund Commissioner if they are so exempted. Otherwise, bills for the work will be released withholding 10% from such sums or as decided by the Management from time to time till such time they implement the scheme or produce exemption certificate from the Regional Provident Fund Commissioner. The Contractors are further required to indemnify Employer against any loss or damage, whatsoever, that may be suffered by Employer as a result of any claim, damage or penalties for any failure or non-compliance on their (Contractor's) part with the provisions of the aforesaid Act and Scheme framed thereunder.
(k)	The Contractor shall arrange to get his workmen trained under Mines Vocational Rules-1966 at the Training Department of the Company and shall pay all statutory allowances for such training to his workmen under training. The Contractor shall ensure the proper use of safety appliances by his workmen throughout the course of their employment.
70.0	RETURNS OF LABOUR:
(a)	The Contractor shall if required by the Engineer deliver to the Engineer's representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the numbers of the labour from time to time employed by the contractor on the Site.
71.0	LABOUR LICENCE:
(a)	The Contractor shall have to obtain a licence from Asstt. Labour Commissioner (Licensing Authority) within 15 days from the award of the Contract under Contract Labour (Regulation and Abolition) Act. 1970 and shall have to comply with all the provisions of the Act and Rules framed thereunder and shall ensure that no violations are pointed out by the Authorities under the Act.
(b)	The RA Bills of the contract shall not be released until the licence for the number of labour employed under Contract Labour (Regulation and Abolition) Act, 1970 has been produced by the Contractor to the office of the employer. Whenever the number is increased, the Contractor shall arrange to get such changes incorporated in the licence.
(c)	The Contractor shall make payment to their workmen in the presence of authorised representative of the Employer only, and obtain the required certificate regarding witnessing of payments.
72.0	WOMEN LABOUR:
	The working hours of women labour employed by the Contractor/ tenderer shall conform to the relevant labour acts in force. They shall not be detained after 7.00 PM and employed before 6.00 AM and in no case employed during the night time.
73.0	EMPLOYMENT OF CHILDREN:
	No child below the age of 18 years shall be employed. If children/young persons in the work premises are employed contravening the provision of the Factories Act, 1948 and rules framed thereunder, their agreement/ contract is liable to cancellation and/or termination without any compensation or notice.
74.0	ENTRY PASS:
	All representatives and workers of Contractor shall possess the Entry Pass issued from the Security Deptt. and concerned Officer/Engineer shall have the right to refuse the Entry passes to any worker or representative of the Contractor without assigning any reason. Permission to enter the Plant to any representative or worker of the Contractor may be suspended or withdrawn at any time by the Security Deptt. or concerned Officer/Engineer without assigning any reason. The Contractor(s) shall ensure that any gate pass issued to their workmen or representatives by authorities are not misused by the unauthorised persons for entry in the plant area/in specified area inside the plant.
75.0	SAFE CUSTODY OF ENTRY PASS:
	The Contractor shall be governed by the following provisions for enforcing safe custody and proper use of gate passes that may be issued to him for entry into the Plant area:
(a)	it shall amount breach of rules and regulations regarding entry into a prohibited place by Contractors in case any entry passes issued on their demand are found to be misused by any unauthorised person (s).
(b)	It shall also amount to breach of terms of the contract for which the employer reserves the right to terminate the contract at any stage at the risk and cost of the Contractor.
(c)	Final payment would be made to the Contractor only after all the passes issued by the Security Department are surrendered to the Security Department for cancellation for which 'No Demand Certificate' should be obtained.
(d)	In case of passes lost/ not surrendered for any reason an amount as fixed shall be levied as penalty before final payments are cleared or as amended from time to time. No Dues Certificate will not be issued unless all the statutory payments to contract labour including retrenchment benefits, gratuity etc. are paid and a copy of full and final payment Muster Roll duly witnessed by the nominee of employer is submitted to Welfare Dept. by the contractor. The Contractor may be debarred in case he is found that he is not complying with the statutory provisions.
76.0	LIABILITY FOR ACCIDENTS AND DAMAGES:
76.1	The CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/ damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of performance guarantee test run.
	Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverages such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India: War, hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.
76.2	The CONTRACTOR shall indemnify the IREL in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the IREL and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the IREL's instructions), material or workmanship, any breach of the CONTRACTOR's obligations.
77.0	SAFETY CLAUSES:
	Before commencement of the work, the Contractor will give an undertaking in writing that they would abide by the safety Rules and Regulations laid down by the organisation rigorously and any deviation from this would make them liable for action.
(a)	SAFETY CLEARANCE: Along with contract document and job instructions from the contracting department, the Contractor will come to Safety & Training Deptt. where he will be further briefed and Contractor's Safety Management Policy will be explained. The Contractor will not be permitted to start the job without getting a written safety clearance from Safety & Training Deptt.
(b)	SHUTDOWNS The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery, etc. The Contractor shall ensure that the shutdowns/ clearance are taken before sending workers in such locations.
(c)	WORK AT HEIGHT Whenever work at height is involved Contractor should obtain passes to work at height for these persons who will be required to work at height from Safety & Training Deptt.
(d)	INJURY TO WORKMEN The Contractor after preliminary examination at PHC may take his injured workmen to his own Doctor with a permission from the Doctor at PHC at his own risk giving an undertaking to that effect in writing to the Doctor. He will, however, have to keep S&T Deptt. informed about the nature of the injury and the period for which the injured person is off duty on account of injury.
(e)	RESPONSIBILITY FOR ACCIDENTS The Contractor shall be fully, responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries and delay work due to these accidents.
(f)	PRECAUTIONS & SUPERVISION: The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment.
(g)	SAFETY CODE The Contractors shall strictly follow the IREL Safety Code and also the instructions issued by the Safety & Training Deptt. from time to time. Before starting the work, the Contractor shall meet the safety Officer and get himself familiar with the safety measures to be taken during the execution of the job. The contractor shall be personally responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.
(h)	OTHER ACTS RULES ETC. Notwithstanding the above clauses, there is nothing in these conditions to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

(i)	<p>FAILURE TO OBSERVE SAFETY RULES: Failure to observe the safety rules will make the Contractor liable to penalty by way of suspension of work, fine and termination of contract.</p>
(j)	<p>SAFE USE OF VEHICLES: It will be entirely the responsibility of the Contractor to ensure that the vehicles are not driven with so high speed or in so reckless or rash manner as to cause accident or prove to be potential threat to the safety of the traffic. Where the speed limits have been fixed, they will be strictly adhered to by the Contractor's drivers who will also adhere to slow and safe driving inside the Plant and Township Area. Failure to comply with the above may result in termination of the contract.</p>
(k)	<p>THEFT ETC. Similarly, if a driver or any staff of the Contractor is caught in theft case or in any unauthorised movement of materials or in the activity which is punishable under the law or not authorised by the Plant, the Contractor will bear the full responsibility for the loss and other consequences which may result to the Plant due to such illegal/ unauthorised acts besides the action to terminate the contract by the Plant.</p>
(l)	<p>COMPENSATION : In case of accident or injury or damages caused by the Contractor's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Contractor and this amount may, at the discretion of the competent authority of IREL, be recovered from the bills or Security or other deposits of the Contractor.</p>
(m)	<p>PRECAUTIONS FOR VEHICULAR TRAFFIC: Suitable safety precautions must be taken by the Contractor for his vehicular traffic at the level crossing/roads inside the Plant/ Township area. Contractors would be using those roads on their own risk and responsibility without any liability on the part of IREL Management.</p>
78.0	<p>INSURANCE:</p>
78.1	<p>GENERAL: CONTRACTOR shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the EMPLOYER as follows:</p>
	<p>CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The maximum limit of such insurance, as defined herein in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.</p>
	<p>Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR.</p>
	<p>CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of documents shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.</p>
	<p>Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.</p>
	<p>All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.</p>
78.2	<p>CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.</p>
i)	<p>EMPLOYEES' STATE INSURANCE ACT: The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees' State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.</p>
	<p>The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Contract. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB- CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.</p>
ii)	<p>The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees' State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.</p>
iii)	<p>WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.</p>
	<p>TRANSIT INSURANCE: In respect of all items to be transported by the CONTRACTOR to the SITE OF WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.</p>
iv)	<p>COMPREHENSIVE AUTOMOBILE INSURANCE: This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employment of such vehicles.</p>
v)	<p>COMPREHENSIVE GENERAL LIABILITY INSURANCE: This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.</p>
a)	<p>Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees' State Insurance Act.</p>
b)	<p>The policy shall cover third party liability. The third party liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others' equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.</p>
c)	<p>The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risk etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.</p>
d)	<p>The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.</p>
e)	<p>Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.</p>
f)	
vi)	<p>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER: CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.</p>
79.0	<p>General</p>
79.1	<p>In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.</p>
79.2	<p>LOSSES DUE TO NON-COMPLIANCE OF INSTRUCTIONS: Losses or damages occurring to the EMPLOYER owing to the CONTRACTOR's failure to adhere to any of the instructions given by the EMPLOYER in connection with the contract execution shall be recoverable from the CONTRACTOR.</p>
79.3	<p>RECOVERY OF SUMS DUE: All costs, damages or expenses which the EMPLOYER may have paid, for which under the CONTRACT CONTRACTOR is liable, may be recovered by the EMPLOYER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the CONTRACTOR under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the CONTRACTOR be not sufficient to recover the recoverable amount, the CONTRACTOR shall pay to the EMPLOYER, on demand, the balance amount.</p>
79.4	<p>PAYMENTS, ETC. NOT TO AFFECT RIGHTS OF THE EMPLOYER: No sum paid on account by the EMPLOYER nor any extension of the date for completion granted by the EMPLOYER shall affect or prejudice the rights of the EMPLOYER against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfilment of the CONTRACT.</p>
79.5	<p>CUT-OFF DATES: No claims or correspondence on this Contract shall be entertained by the EMPLOYER/ Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).</p>
79.6	<p>PARAGRAPH HEADING: The paragraph heading in these conditions shall not affect the construction thereof.</p>
80.0	<p>RISK PURCHASE CLAUSE After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.</p>

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as “the said Works”) for Rs. _____ (Rupees _____ only), under _____ RED unit of M/s IREL(India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028, India (herein after referred to as IREL (India) Limited, M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL (India) Limited, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL (India) Limited including the question as to the tenability of the claim of the IREL (India) Limited for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL(India) Limited on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL(India) Limited under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL(India) Limited certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the IREL(India) Limited that the IREL(India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL(India) Limited or any indulgence by the IREL(India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

[illegible]

We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL (India) Limited in writing.

Dated the _____ day of _____ 20--

_____ Bank

(Signature with name in Block letters with designation, Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal

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Signature and seal of the contractor